writing to accept a bill before it is drawn is deemed an actual acceptance in favor of every person, who, upon the faith thereof, receives the bill for value." The rule is the same whether the promise is to accept an existing or a non-existing bill. *Ruiz* v. *Renald,* 100 N. Y. 256; *Putnam Bank* v. *Snow,* 172 Mass. 569. In order that the promise to accept a non-existing bill shall amount to an acceptance, it is necessary; (1) That it should be written a reasonable time before the bill is drawn; (2) That the promise must so describe the bill that there can be no doubt of its application to it. I DANIEL, NEG. INSTR. (5 Ed) § 560. et. seq. The principal case seems to be lacking in the second requisite. In *Franklin Bank* v. *Lynch,* 52 Md. 270, it was held that a telegraphic message, "You may draw on me for $700," was not acceptance, the court saying that the telegram did not point to or designate the draft. It has been held that the rule that the promise to accept amounts to an acceptance does not apply to bills payable at or after sight. I DANIEL, NEG. INSTR. (5 Ed.) § 562; *Wildes* v. *Savage,* 1 Story C. C. 22.

BURGLARY—BREAKING—DOOR PARTLY OPEN.—Defendant was charged with burglariously breaking and entering a storehouse. The theory of the prosecution was that the defendant had entered through a sliding door. From the evidence it was uncertain whether this door had been fully closed by the employees of the building. The defendant requested instructions to the effect that if the door were "partly open" a pushing of the same further open could not constitute a breaking. *Held,* such instructions were properly refused. *State* v. *Sorenson* (Iowa 1912) 138 N. W. 411.

The majority of the Court held that if a door be so nearly closed that the accused could not enter through the opening without pushing the door further open, then such pushing will constitute a "breaking" within the meaning of the law. The view of the Court is apparently contrary to the great weight of authority. "It is not a breaking to enter through an open door, window, or other aperture; or to push further open a door or window already open in part." 2 BISHOP, CRIM. LAW, § 91. "If a door, window or transom is open or partly open it is not burglary to enter, although it has to be pushed further open to admit the body." 6 CYC. 174. The principal case cites many cases to the same effect. Some of these cases suggest that the carelessness of the owner in leaving his windows or doors partly open affords a temptation to strangers to enter, and that one induced to enter by such negligence of the owner should not be held guilty of burglary. *Timmons* v. *State,* 34 Ohio St. 426; *Commonwealth* v. *Stephenson,* 8 Pick. (Mass.) 354. In *Peo.* v. *White,* 153 Mich. 617, 17 L. R. A. (N.S.) 1102, a case cited in support of the principal case, the Court held that the further opening of a partly open window was a breaking, and, although recognizing that there was respectable authority to the contrary, refused to follow it as being against sound reasoning. In *Claiborne* v. *State,* 113 Tenn. 261, 68 L. R. A. 859, where the defendant pushed open a partly open window and entered, it was held that his act was a breaking sufficient to warrant a conviction of burglary. As was suggested in that case the law as laid down by the majority of the cases seems to be, logically, a "useless refinement."